



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 GARFIELD STREET  
NEWINGTON, CONNECTICUT 06111

**MAYOR BETH DELBUONO**

## **NEWINGTON TOWN COUNCIL REGULAR MEETING AGENDA**

**Town Council Chamber, Room 103 – Town Hall  
200 Garfield Street**

**Tuesday, October 13, 2020, 7:00 P.M. or Immediately Following the Public Hearing**

**This meeting will be presented as a Zoom Webinar/Meeting. Information on how to attend will be posted on the website at <https://www.newingtonct.gov/virtualmeetingschedule>**

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- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. PUBLIC PARTICIPATION – IN GENERAL (**Via Zoom Application or Phone**)  
(4 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
  - A. Public Comments
  - B. Email Correspondence
- V. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION
- VI. CONSIDERATION OF OLD BUSINESS
  - A. Health Update – COVID-19
  - B. Town Hall Project Update
  - C. CIP Subcommittee Recommendation
  - D. Mid-State Task Force - Non-Emergency Interagency Agreement
  - E. Update on Facilities Study
  - F. Mill Pond Park Pool Project Architect
  - G. FitLot Grant Agreement Authorization
  - H. Affordable Housing Plan Grant Technical Assistance Program Acceptance
  - I. Sale of Town Owned Property – 690 Cedar Street
- VII. NEW BUSINESS
  - A. Community Connectivity Grant Program (CCGP) (**Waiver Requested**)
  - B. Update on Municipal Tax Collection
- VIII. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
  - A. CCHD – Jerilyn Nagel
  - B. Library Board – Elizabeth Livingston
- IX. TAX REFUNDS (**Action Requested**)
  - A. Approval of October 13, 2020 Refunds for an Overpayment of Taxes

- X. MINUTES OF PREVIOUS MEETINGS
  - A. September 22, 2020 Special Meeting Minutes
  - B. September 22, 2020 Regular Meeting Minutes
  - C. September 29, 2020 Special Meeting Minutes
- XI. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER
- XII. COUNCIL LIAISON/COMMITTEE REPORTS
- XIII. PUBLIC PARTICIPATION – IN GENERAL (**Via Zoom Application or Phone**)  
(3 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
- XIV. REMARKS BY COUNCILORS
- XV. ADJOURNMENT



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 GARFIELD STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Health Update – COVID-19

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Keith Chapman, Town Manager, will update the Town Council on the status of the COVID-19 virus and the actions being taken within the municipality. The Council will also be updated on the status of re-opening the Town Hall based on the recommendations from the Central Connecticut Health District (CCHD).



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

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NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Town Hall Project Update

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Keith Chapman, Town Manager, will update the Town Council on the status of the Town Hall Renovation Project and answer any questions that the Council may have.



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 GARFIELD STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: CIP Subcommittee Recommendation

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The CIP Subcommittee held a Special Meeting on September 30, 2020 to discuss possible changes to the current Capital Improvement program. At this time I am requesting that the Town Council hold off on any changes to the current process until the Town has had the ability to review the Facilities Study.



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Mid-State Task Force - Non-Emergency Interagency Agreement

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Before you this evening is an Agreement between the towns of Newington, Rocky Hill, Berlin, Cromwell and Wethersfield for the pooling of non-emergency Police services. The agreement outlines which services each town is responsible for over the next five (5) years of the Agreement. Should it be determined at any time that the is not working, the town has the ability, with thirty (30) day written notice, to withdraw.

Benjamin Ancona, Town Attorney has reviewed the agreement and no additional changes have been made to the document since its presentation at the September 22, 2020 Regular meeting.

A Resolution to approve the Non-Emergency Interagency Agreement, with the Mid-State Task Force, has be included for your adoption this evening.

Attachments:

- Clean Draft – Non-Emergency Interagency Agreement
- Resolution – Mid-State Task Force, Non-Emergency Interagency Agreement

## NON-EMERGENCY INTERAGENCY AGREEMENT

Berlin Police Department  
Cromwell Police Department  
Newington Police Department  
Rocky Hill Police Department  
Wethersfield Police Department

WHEREAS, Connecticut General Statute § 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statutes or of any special act, charter or home rule ordinance.

WHEREAS, each of the participating municipalities recognizes the benefits of joining together for the performance of joint police functions;

WHEREAS, each of the participating municipalities find that entering into a joint participation agreement is necessary for the delivery of more effective services to the citizens of their respective municipalities; and

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of General Law Enforcement Services;

NOW, THEREFORE, it is agreed by and between the municipalities signing this compact by their respective chief executive officers, duly authorized upon approval as set forth in said **Connecticut General Statute**, to the following:

1. The undersigned municipalities hereby delegate to the Chief of Police of their respective municipality the authority to determine when the provision of police personnel resources best serves the purpose of this compact and benefits their respective community.
2. The Police Chiefs of the municipalities participating in this compact shall constitute an oversight board for the group created herein. This board is authorized to administer the procedures attached to this compact and may modify these procedures as necessary to insure efficient and effective operation.
3. The services performed under this compact shall be deemed to be for public and governmental purposes.
4. That at all times when joint police functions are being conducted, police officers assigned to the function shall be deemed to be members of an authorized group and shall have the same powers, duties, privileges, and immunities as are conferred on the police officers of the municipality in whose jurisdiction the group is operating.
5. Each participating municipality agrees that it shall be responsible for all costs, whether monetary or in the form of goods or services, it incurs as a result of participation in this compact. Such costs may include, but are not limited to:
  - a. The actual payroll, including overtime, for the agency's personnel participating in compact activities.

- b. The replacement or repair cost for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this compact.
  - c. Fuel and maintenance costs for any vehicles and equipment.
  - d. Training cost arising from participation in this compact.
  - e. Worker's Compensation claims pursuant to Connecticut General Statutes §§31-275 through 31-355a.
  - f. Awards for death, disability or injury to employees participating in compact related activities to the extent that such awards exceed Worker's Compensation coverage.
  - g. Survivor's benefits pursuant to Connecticut General Statute §7-323e.
  - h. Heart and hypertension claims pursuant to Connecticut General Statute §7-433c.
  - i. Cost arising from agreement, contracts or obligations the municipality entered into prior to entering this compact.
6. To the fullest extent permitted by law, any participating municipality causing injury or damage shall indemnify and hold harmless the other parties to this Agreement (and their employees, agents, elected and appointed officials) from any and all claims, demands, actions and damages arising from or relating to such injury or damage. In instances where the identity of the responsible party cannot be determined and/or where liability is predicated upon joint venture, vicarious liability or upon other similar grounds, it is the intent of this Agreement that each participating municipality shall be liable only for its proportionate share of responsibility as adjudicated by a court of competent jurisdiction. All disputes concerning apportionment of liability hereunder shall be resolved by a single arbitrator chosen by the parties. If the parties are unable to agree upon a single arbitrator, then the parties shall submit the dispute to the American Arbitration Association or ADR Center, Inc.
7. For grant and funding initiative purposes, the Chief of Police for the lead agency within the participating group, or his designee, shall act as the representative and fiduciary for the group. Lead agency responsibility may be transferred to another participating agency upon the unanimous written consent of all the Chiefs of Police for the departments participating in this compact.
8. Not later than five (5) years from the effective date of this agreement, the effectiveness of this agreement shall be reviewed by the body that approved the agreement for each participating municipality.
9. Any participating municipality may withdraw from this compact by giving thirty (30) days written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants shall not void the compact so long as two or more participants remain active in this compact.



IN WITNESS WHEREOF, the parties hereto have executed this compact this September , 2020.

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**Anthony J. Salvatore**  
**Town of Cromwell**  
**Chief Executive Officer**

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**Witness**

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**Keith Chapman**  
**Town of Newington**  
**Chief Executive Officer**

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**Witness**

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**John Mehr**  
**Town of Rocky Hill**  
**Chief Executive Officer**

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**Witness**

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**Gary Evans**  
**Town of Wethersfield**  
**Chief Executive Officer**

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**Witness**

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**Arosha Jayawickrema**  
**Town of Berlin**  
**Town Manager**

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**Witness**

AGENDA ITEM: VI.D

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby authorizes Keith Chapman, Town Manager, to execute the "Non-Emergency Interagency Agreement" with the Mid-State Task Force, as attached to this resolution.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Update on Facilities Study

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The following item has been added to receive an update on the Facilities Study being conducted through Owens Realty Services.

Included for your review is the latest Status Report, dated September 25, 2020 from Owens outlining completed and upcoming work for the study. At the time of the packet creation the initial Draft Facilities Report has not yet been received by the Town.

Attachment:

- Weekly Status Report, September 14 – 21, 2020



## Town of Newington Report

September 25, 2020

### Submitted By:

Suzanne Black, Owens Realty Services

Thomas Hulk, Owens Realty Services

Robert Roach, Friar Associates

### Weeks of September 14 and 21st:

- Friar Associates completed their on-site inspections of all facilities.
- Friar Associates is in process of compiling all information together into their Assessment Report format.
- Owens Realty Services is working on compiling the HVAC/MEP data for the sites for inclusion into Friar's report format.
- Owens is working on obtaining the utility data from the utilities and having some resistance from the utilities. Gary sent us an authorization letter to provide to the utilities. We are still awaiting the info from the utilities.
- The team is prioritizing the draft reports for Mill Pond Park Pool and Anna Reynolds School.
- TLB Architecture re-visited one of the sites this week. TLB is in the process of putting their report together.

### Next Steps (September):

- Continue completion of the first draft reports for the Town for October 8th
- Energy Review



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Mill Pond Park Pool PBC Architect

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The Mill Pond Park Pool PBC, at its meeting of September 14, 2020, voted to recommend to the Town Council the appointment of TLB Architecture, LLC., to complete various professional services relative to the Mill Pond Park Pool Project. Mr. Fortuna was present during the September 22, 2020 Council meeting to discuss the design services for the project.

A Resolution to approve the recommendation has been included for your adoption this evening.

Attachment:

- Resolution – Appointment of Architect for the Mill Pond Park Pool Project

AGENDA ITEM: VI.F

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council, pursuant to the recommendation of the Mill Pond Park Pool Project Building Committee, hereby appoints the firm of TLB Architecture, LLC of Chester, CT to provide architectural design services for the Mill Pond Park Pool project;

BE IT FURTHER RESOLVED:

That Keith Chapman, Town Manager, on behalf of the Town of Newington, is hereby authorized to negotiate and execute an agreement to employ the firm of TLB Architecture, LLC of Chester, CT to provide architectural design services for this project.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

## OFFICE OF THE TOWN MANAGER

### Memorandum

**To:** Newington Town Council  
**From:** James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)  
**Date:** October 7, 2020  
**Re:** 2019 FitLot Partnership Addendum Authorization

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The Parks & Recreation Department was awarded an AARP Sponsored Outdoor Fitness Park. Superintendent of Parks, William DeMaio presented an overview of the project to the Town Council during the December 10, 2019 meeting.

A Resolution was previously adopted, on December 17, 2019, authorizing the prior Town Manager to execute the necessary documents. A Resolution is before you this evening to authorize Keith Chapman, Town Manager to execute any documents relative to the FitLot Partnership Agreement, including the Programmatic Grant Addendum.

A copy of the original executed FitLot Partnership Agreement and the Programmatic Grant Addendum have been included for your review.

Attachments:

- Resolution – Authorization to Execute FitLot Partnership Agreement, Programmatic Grant Addendum
- Executed FitLot Partnership Agreement
- Programmatic Grant Addendum to the FitLot Partnership Agreement

## FITLOT PARTNERSHIP AGREEMENT

Date: December 4, 2019

FitLot, Inc. (referred to herein as FitLot) is pleased that [Town of Newington] (referred to herein as "Community Partner") has agreed to collaborate with FitLot (collectively, the "Parties") on the construction of a FitLot outdoor fitness park at [Clem Lemire Sports Complex], in [Newington], [CT] (the "Project") sponsored by AARP ("Sponsoring Party"). This FitLot Partnership Agreement (referred to herein as the "Agreement") sets forth the Parties obligations in connection with the Project and certain matters on which the Parties have agreed.

1. **Obligations and Rights of the Community Partner.** The Community Partner shall work with FitLot and AARP to plan and build the Project. By executing this contract, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by FitLot:

A. Project Site.

- i. **Ownership:** Prior to the execution of this Agreement, the Community Partner shall provide FitLot with sufficient proof of land ownership or approval from the property owner for the Project. The Community Partner is the owner of the outdoor fitness park in its entirety, for the lifetime of the park, including the equipment and/or safety surfacing purchased by FitLot.
- ii. **Permits:** The Community Partner agrees to assist FitLot in obtaining all necessary permits and licenses regarding the installation, possession, and use of the Project in compliance with applicable laws and regulations.
- iii. **Preparation:** The Community Partner shall ensure that the site is safe for volunteers, including children. This responsibility includes, without limitation: (1) Town of Newington will contact "Call Before You Dig" in the appropriate time frame; and (2) conducting up to two soil site tests as reasonably requested by FitLot, with the first test being completed within two weeks of the Agreement being fully executed. All soil check documentation shall be provided to the FitLot project manager upon completion at the entire cost of FitLot. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
- iv. **Maintenance:** Maintenance of the Project and supervision of its use is the responsibility of the Community Partner. The Community Partner, as owner of the property involved in the Project, agrees to collaborate with FitLot during the Project planning process to develop a maintenance program for the Project and agrees to maintain the Project before and after the build to ensure, to the extent reasonably possible, a safe and attractive space. In furtherance of the foregoing, in the event any fitness park included in the Project is no longer permitted to be located at its original site of construction or such site is no longer owned or controlled by the Community Partner, the Community Partner shall promptly notify FitLot and shall, at the Community Partner's sole cost



and expense, take such steps as may be reasonable, given the circumstances at the time and the condition of the Project's equipment and surfacing, to either (i) make a reasonable attempt to obtain the agreement of the subsequent owner of the original site to continue to make the Project available in the same manner contemplated as of the installation and to maintain (or permit the Community Partner to maintain) the Project in accordance with the maintenance program, or (ii) to promptly and safely relocate the Project's equipment (including any permanent signage and other fixtures) to an alternate site owned or controlled by the Community Partner. If the original site is no longer owned or controlled by the Community Partner and there is no alternate site owned or controlled by the Community Partner available, the Community Partner will remain responsible for the Project equipment and its disposition.

- B. Promotion. The Community Partner will seek prior approval, when time permits and not reasonably withheld, from FitLot and/or the AARP for any materials that reference the Project or Program or contain the logos or other intellectual property of FitLot and/or AARP, including, without limitation, press releases, fliers and promotional materials. The Community Partner shall collaborate with FitLot and AARP to secure media coverage. The Community Partner agrees to mention FitLot and AARP on all promotional material subject to the obligations set forth in Section 2 herein.
- C. Signage. The Community Partner shall allow the names and logos of FitLot and AARP to be displayed on permanent Project signage, which shall be substantially in the form provided to the Community Partner during the application process and mounted in a mutually agreed location on poles by the installer.
- D. Logo placement on shade canopy and surfacing. In coordination with Section 2.A. (Sponsorship Benefits), Community Partner agrees to maintain the AARP branded surfacing and canopy for at least the duration of the manufacturer's warranty of 10 years. After 10 years, the Community Partner has the option of replacing the canopy and/or surfacing with an unbranded canopy and/or surfacing of the original color. If Community Partner chooses not to replace the AARP branded canopy and flooring after their respective warranties expire, the Community Partner shall remain obligated to maintain those materials in good repair.
- E. Warranty. The fitness equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers; a copy of such warranties will be provided upon completion of the project. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Community Partner agrees that neither FitLot nor AARP, nor any of their respective parents, subsidiaries, affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including,

without limitation, its quality, mechanical condition or fitness for a particular purpose.

F. Insurance. The Community Partner represents that it is insured for both workers' compensation and general liability lines of coverage and is responsible for providing coverage for its own employees and against liability for bodily injury, death, and property damage that may arise out of or be based on the use of the Project at [Clem Lemire Sports Complex] located at [5 Balducci Way], in [Newington], [CT], from 30 (thirty) calendar days before the installation and for the duration of the Community Partner's ownership of the FitLot park, in each case, in amounts not less than one million dollars (\$1,000,000). This insurance shall be primary over any other insurance covering FitLot and AARP. FitLot will provide proof of insurance and will confirm that all contractors hired will provide proof of insurance as well.

i. Additional insured: The Community Partner agrees to add FitLot as an additional named insured under the Community Partner's existing general liability insurance policy from thirty (30) calendar days before ground breaking and for the duration of the Community Partner's ownership of the FitLot park, but only to the extent Community Partner is negligent.

G. Indemnification. The Community Partner shall indemnify and hold harmless FitLot, AARP, and their respective parents, subsidiaries, affiliates, directors, officers, managers, partners, members, shareholders, employees, agents, insurers, and representatives resulting from the use of any Project property, equipment, or safety surfacing, including those for personal injury, death, gross negligence, or property damage, except to the extent resulting from the willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this contract.

## 2. Rights of AARP.

A. Sponsorship Benefits. In recognition of the AARP's contribution, AARP shall receive logo placement on any recognition materials developed for the Project, including project signage, banners, press releases, web site, newsletter stories, and flyers provided AARP consents with written permission in each instance, in a reasonable time frame.

## 3. Obligations and Rights of FitLot.

A. No Responsibility. FitLot and AARP shall not be responsible nor liable for claims or damages arising from any use of the outdoor fitness park.

B. Fitness Park Build. FitLot shall provide technical and organizational leadership and guidance for the Project and shall:

i. Coordinate AARP's participation, provide fitness park design, planning meetings, and work with installers to procure and install the equipment and materials in a timely manner.

- ii. Manage construction logistics for the Project, coordinate site preparation activities with the Community Partner, inventory equipment and materials.
    - iii. Provide educational and promotional materials to support the Project, nametags and other general supplies.
  - C. Inspection. FitLot will have a Certified Playground Safety Inspector review the fitness park structure at the conclusion of the installation to ensure that the structure is safe and built to all manufacturers standards and guidelines.
  - D. Promotion. FitLot will provide proposed promotional materials relating to the Project for FitLot and AARP's review and approval, which approval shall not be unreasonably withheld or delayed. These promotional materials will be consistent with those benefits set forth in the corporate benefits package.
4. **Accounting and Audits**. FitLot shall maintain all pertinent financial and accounting records pertaining to this Agreement in accordance with generally accepted accounting principles and other procedures
5. **General Provisions**.
- A. Termination. Any party may terminate this Agreement upon 15 days notice upon one or more of the following:
    - (a) any party's violation of any federal, state, or local law or regulation.
    - (b) any party's breach of any of the terms or conditions of this Agreement that has not been cured within 30 days written notice of such breach.
  - B. Force Majeure: If any Party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including, without limitation, to Acts of God, acts or omissions of civil or military authorities of a state or nation (including, without limitation, legal enactments, government orders or regulations), fire, labor dispute, lockout, strike, breakdown of origination or transmission facilities, interruption or preemption due to an event of overriding public interest or importance, flood, riot, act of terrorism (including, without, limitation safety or security measures relating thereto), national emergency, war (whether declared or undeclared), delay of transportation or any other force majeure or cause beyond the reasonable control of the party affected thereby, or inability due to any of the aforementioned or similar causes to obtain necessary labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and any Party may terminate this Agreement if another is unable to perform any obligation hereunder for a period longer than thirty calendar days due to such force majeure event.
  - B. Authority. Each signatory below represents that s/he has all requisite power and authority, including any necessary approval by its governing body, to execute and

deliver this Agreement on behalf of the respective Parties, and to perform its obligations hereunder.

- C. Assignment and Transfer. This Agreement may not be assigned or transferred by either party without the prior written consent of the other Parties.
- D. Modification. This Agreement may be altered, modified or amended only by a written document signed by all Parties.
- E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered.
- F. Notice. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such Parties signature below.
- G. Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved in the Superior Court of Connecticut.
- H. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreement between the parties.
- I. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provision will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- J. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut.
- K. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

By executing this FitLot Partnership Agreement where indicated below, both FitLot and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

**Community Partner**

By: Tanya D Lane Date: 12-30-19  
Name: Tanya D Lane  
Title: Town Manager  
Address: 131 Cedar St, Newington CT 06111  
Tel.: 860-665-8570  
Email: tlane@newingtonct.gov

**FitLot**

By: Adam Mejerson Date: 12/04/19  
Name: Adam Mejerson  
Title: Executive Director  
Address: 4035 Washington Avenue, New Orleans, LA 70125  
Tel.: 504-264-1568  
Email: adam@fitlot.org

**Attachment A**  
**PROGRAMMATIC GRANT**  
**ADDENDUM**  
**TO THE**

**[FITLOT PARTNERSHIP AGREEMENT]**

This is an addendum specifying the terms of a programmatic grant (the “Programmatic Grant Addendum”), dated as of September 17, 2020, by and between Newington Parks and Recreation (“Community Partner”) and FitLot, Inc. (“FitLot”).

**I. BACKGROUND**

A. Community Partner and FitLot are parties to a [FitLot Partnership Agreement] (the “Agreement”) fully executed on December 30, 2019 where, sponsored by AARP, FitLot and Community Partner agreed to collaborate on building and programming an AARP Sponsored Outdoor Fitness Park located at Clem Lemire Sports Complex in Newington, CT.

B. Sponsored by AARP, FitLot is pleased to grant Community Partner, as facilitated by Newington Parks and Recreation programmatic funding (the “Grant”) to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals who will host regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park. The programming of the AARP Sponsored Outdoor Fitness Park is funded by AARP and FitLot is the coordinating party, passing the programmatic funds through to the Community Partner to fulfill the obligations of this Programmatic Grant Addendum. On the basis set out in this Programmatic Grant Addendum and in the programmatic grant plan (the “Grant Plan”) provided below in Section III Grant Plan, FitLot shall provide resources and guidance to Community Partner for the AARP Sponsored Outdoor Fitness Park programming in a professional manner.

**C. COVID-19. Community Partner shall be required to provide all AARP Sponsored Outdoor Fitness Park Programming in strict compliance with applicable law, regulation, and industry guidance, including but not limited to COVID-19 regulations promulgated by state and local governments and applicable COVID-19 guidance released by the Centers for Disease Control and Prevention.**

**II. GENERAL TERMS**

Community Partner and FitLot agree as follows:

**1. CORE TERMS**

**1.1 Grant**

FitLot will make the Grant to Community Partner in the amount and in accordance with the schedule set out in the Grant Plan.

## **1.2 Use of Grant**

Community Partner will use the Grant for the purpose set out in the Grant Plan.

## **1.3 Grant Period**

The grant period ("Grant Period") is set out in the Grant Plan.

## **2. COMMUNICATION; REPORTS; RECORDS**

### **2.1 Contact Persons**

Community Partner and FitLot will each appoint one individual to act as principal contact person for communications under this Programmatic Grant Addendum. The initial appointees are identified in the Grant Plan. Community Partner and FitLot may change its contact person at any time, with notice to the other party.

### **2.2 Reporting**

Community Partner will provide FitLot with reports as set out in the Grant Plan.

### **2.3 Recordkeeping**

Community Partner will maintain the AARP Sponsored Outdoor Fitness Park programming records in a manner that will provide FitLot with sufficient detail to review Community Partner's expenditures and programming records relating to the Grant. Community Partner shall provide such records for review by FitLot upon occasional and reasonable notice during the Grant Period, and for one year after the Grant Period.

## **3. PUBLICITY; PROMOTION**

### **3.1 Programming Acknowledgement; Trademark Licenses**

Community Partner may announce and publicize the Grant in recognition of AARP's funding in accordance with the Promotion provision found in Section 1. B. Promotion of the Agreement.

## **4. GRANT AND PROGRAM ADMINISTRATION**

### **4.1 Obligations of the Community Partner**

The Community Partner shall be solely responsible for all programmatic functions -- including all programming, outreach, recruitment, scheduling, and ongoing maintenance -- as described in the Grant Plan. FitLot's involvement in the programmatic functions set forth in this addendum shall be limited to the funding, toolkits, on-line training, and registration system described in the Grant Plan.

The Community Partner will bear all liability for any loss of life or injury or damage to persons or property arising from or relating to any of the acts or omissions of it, its employees, agents, or assigns, related to its programming or other obligations under the Grant Plan. To the fullest extent permitted by law, Community Partner will indemnify, defend, and hold harmless FitLot and AARP, their agents, employees, officials, and insurers (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties related to the Community Partner's programming or other obligations under the Grant Plan.

#### **4.2 Funds Management**

Community Partner will manage the Grant funds in accordance with applicable law, the provisions of this Programmatic Grant Addendum, and Community Partner's policies. Community Partner may combine the Grant funds with Community Partner's other assets to aid in programming the AARP Sponsored Outdoor Fitness Park.

#### **4.3 Changed Circumstances**

Community Partner will notify FitLot if Community Partner determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, and in cases where a portion of the Grant remains unspent or unallocated upon completion of the applicable purpose, Community Partner shall promptly return any remaining Grant funds as described in the Grant Plan.

#### **4.4 Funding Source**

Community Partner recognizes that the Grant funds are provided by AARP in its sole discretion and disbursed by FitLot. Community Partner recognizes that it has no claim or right of action against AARP and/or FitLot, for breach of contract or otherwise, should AARP decide not to provide funds for the Grant.

#### **4.5 AARP as a Third-Party Beneficiary**

AARP is a third-party beneficiary to this Agreement and Addendum and the Agreement and is entitled to the rights and benefits thereunder and may enforce the provisions thereof as if it were a party thereto.

#### **4.6 Copy of the Addendum for AARP**

The parties agree that AARP will receive an executed copy of this Addendum. AARP's receipt of an executed copy of this Addendum is not a breach of any confidentiality obligations of the Parties.



### III. GRANT PLAN

#### 1. DESCRIPTION & PAYMENT OF GRANT

I. DESCRIPTION & PAYMENT OF GRANT		
Grant amount	USD \$4,010 (Total)	
	Use of Grant #1 – Fitness Classes	Use of Grant #2 - Social Media
	Annual Fitness Class Funding:  \$3,510.00	One-Time Social Media Support Funding:  \$500.00
	*Any Unspent Grant funds from a Grant year will be deducted from the subsequent Grant year's funding. Unspent Grant funds remaining at the end of Grant year three will be donated to a local YMCA or to a 501(c)(3) organization with a health-related mission, subject to prior written approval by AARP.	
Grant general purpose	Community Partner will use this Grant for the programming and activation of the AARP Sponsored Outdoor Fitness Park. These funds will be used for social media outreach and to engage community members in physical activity by providing certified fitness professionals to lead no-cost public fitness classes at the AARP Sponsored Outdoor Fitness Park in Clem Lemire Sports Complex, located at 10 Balducci Way, Newington ,CT.	
Grant Period and distribution	Use of Grant #1 – Fitness Classes	Use of Grant #2 – Social Media
	Annual Fitness Class Funding:	One-Time Social Media Support Funding:
	Anticipated Distribution Date: September 15, 2020  Start Date: Funds to be used on outdoor fitness classes, that shall not begin any sooner than one (1) week after the social media campaign begins  Funds must be used: In accordance to the terms of this Addendum within eighteen (18) months from the date funding is received by the Community Partner.	Anticipated Distribution Date: September 15, 2020  Start Date: Funds to be used on social media campaign that shall start no sooner than one (1) week after the actual completion date of the AARP Sponsored Outdoor Fitness Park.  Funds must be used: In accordance to the terms of this Addendum within eighteen (18) months from the date funding is received by the Community Partner.

<b>Payment schedule</b>	FitLot will distribute the Grant in a single lump-sum by September 15, 2020 ( <i>anticipated</i> ).
<b>Payment mailing address</b>	Newington Parks and Recreation Attention: Karen Gallicchio 200 Garfield Street Newington, CT 06111
<b>Additional instructions (if applicable)</b>	

## 2. USE OF GRANT

<p style="text-align: center;"><b>Grant Use #1</b> <b>Fitness Class Funding</b></p>	<table border="1"> <tr> <th><u>Duration</u></th><th><u>Total</u></th></tr> <tr> <td><b>1 year</b></td><td><b>\$3,510.00</b></td></tr> </table>	<u>Duration</u>	<u>Total</u>	<b>1 year</b>	<b>\$3,510.00</b>
<u>Duration</u>	<u>Total</u>				
<b>1 year</b>	<b>\$3,510.00</b>				

### A. Description of Grant Use #1 Funds - Fitness Class Funding

- i. The Fitness Class Funding is to be used by the Community Partner to provide at least **fifty-four (54) fitness classes**, as further defined below, to community residents (“Fitness Classes”).
- ii. *Start of Fitness Classes:*
  - a. Community Partner **shall not begin Fitness Classes until one (1) week after the Social Media Campaign begins for the [City] AARP Sponsored Outdoor Fitness Park.**
- iii. *Distribution of funds:*
  - a. FitLot shall distribute Fitness Class Funds to Community Partner **by September 15, 2020 (*anticipated*).**
- iv. *Funds must be used by:*
  - a. Community Partner **shall provide the fifty-four (54) Fitness Classes in accordance with the terms of this Addendum within eighteen (18) months of the date funds are received by the Community Partner.**
- v. **Unspent Funds**
  - a. In the event circumstances outside of the reasonable control of Community Partner, such as weather, prohibits the delivery of the fifty-four (54) Fitness Classes during an **eighteen (18) month** period following the date Fitness Class Funding is received by the Community Partner (“Funding Period”), **any unspent Grant funds will be deducted from the subsequent Funding Period’s Grant amount. For unspent Grant funds remaining at the conclusion of the final Funding Period, FitLot will work with AARP and the Community Partner to make a donation to a local YMCA or to a local 501(c)(3) organization with a health-related mission, subject to prior written**

approval by AARP, in the amount unspent by the Community Partner on the Fitness Class within fifteen (15) days following the Funding Period.

## **B. Fitness Classes**

### **i. Requirements**

- a. A Fitness Class shall consist of **no less than eight (8) adults** who have registered (each a “Registrant”) for the AARP Sponsored Outdoor Fitness Park class on FitLot™ exercise equipment.
- b. Fitness Classes must be **led by a professionally certified group fitness instructor or personal trainer** (“Trainer”) who has completed an online training on how to facilitate group classes at the FitLot.
- c. Each Fitness Class must be for the duration of **forty-five (45) minutes to one (1) hour**.
- d. **If less than eight (8) Registrants are in attendance for a Fitness Class:**
  1. The Trainer shall be paid the standard trainer rate agreed upon between FitLot and Community Partner; and
  2. **The unspent \$25 of administrative support cost will be allocated as described in provision III.2.A.v.a *Unspent Funds*.**
  3. Community Partner shall provide at least **fifty-four (54) Fitness Classes**.

### **ii. Compensation**

- a. Community Partner shall receive a total of **\$65 of support per class** to be used accordingly:
  1. **Twenty-five dollar (\$25) to be allocated towards administrative support**
  2. **A maximum of forty dollars (\$40) per class for trainer compensation**
- b. **Trainer Compensation**
  1. Community Partner shall confirm local trainer hourly rate prior to program start date with FitLot.
  2. Any remaining trainer compensation funds should be spent on offering additional classes or **will be allocated as described in provision III.2.A.v.a *Unspent Funds*.**

### **iii. Fitness Class Registration**

- a. FitLot will provide a registration website to Community Partner that is compliant with AARP data standards and that will execute FitLot’s reporting requirements, as agreed upon between AARP and FitLot (“EventBrite Registration Website”).
- b. **Community Partner shall ensure that each Registrant registers for a Fitness Class on and only utilizing FitLot’s Eventbrite Registration Website, including the Registrant’s:**
  1. first name,
  2. last name,
  3. home address,
  4. email address,
  5. date of class, and
  6. location of class
- c. Community Partner shall ensure that **each Registrant accepts an AARP General Liability Waiver prior to participation in a Fitness Class** (see below).

Waiver of Liability and Assumption of Risk.

“By checking the box, I agree that:

1. I am 18 years of age or older, physically capable of participating in each FitLot Method Class that I sign up for and/or participate in. I release, discharge and hold harmless AARP, its affiliates, grantees and subgrantees (this includes FitLot, Inc and the municipality that owns the AARP sponsored fitness park) and their respective, employees, directors, officers, vendors and agents (“Releasees”) from any and all liability, claims, and demands of every kind with respect to, including without limitation, any bodily injury, illness, death, property damage or any other harm, that may arise from my participation in each FitLot Method Class. I agree that FitLot, Inc. may confirm with AARP, its affiliates, grantees and subgrantees in writing that I have agreed to these terms and conditions, including the provision of a copy of this Waiver of Liability signed by me with a checkbox.

2. I understand that the reaction of the heart, lung and blood vessel system to exercise cannot always be predicted with accuracy. I know and understand there is a risk of certain abnormal changes, which may occur during or following exercise, including, but not limited to, abnormalities of blood pressure, heart attacks, musculoskeletal strains, pain and/or injury, if adequate warm-up, gradual progression and safety procedures are not followed. I understand that the Releasees shall not be liable for any damages arising from personal injuries sustained by me while participating in and during participation of a FitLot Method Class or while using the Fitlot™ equipment. In consideration of my acceptance and my participation in FitLot Method workouts, I hereby release and agree not to sue the Releasees’ nor their staff, for any and all present and future claims resulting from ordinary negligence and inherent risk during FitLot Method Classes.

3. I have had a recent physical check-up and have a medical physician’s permission to engage in aerobic and/or anaerobic activities. I hereby acknowledge and agree to assume responsibility for all the risks, whether identified herein or not, even those risks arising out of negligence of the releasee. In consideration of my acceptance and my participation in FitLot Method workouts

4. My participation in each FitLot Method Class is purely voluntary. I assume full responsibility for any bodily injury to myself. “

d. Community Partner accepts that the Fitness Class registration process **shall include the Registrant reviewing a conspicuously placed Opt-In Notice** (see below) along with an opt-in box that Registrants can check or uncheck to either accept or reject the Opt-In Notice terms and conditions.

1. Opt-In Notice. “Yes, please share my information with AARP so it can keep me informed about AARP programs, events and offerings. I understand AARP will send me an initial email to confirm my interest in further AARP email communications and my email preferences can be changed at any time. AARP Privacy Policy [or [aarp.org/privacy](http://aarp.org/privacy) for printed materials].”

## C. FitLot Duties and Obligations

i. FitLot shall distribute Fitness Class Funds to Community Partner **by September 15, 2020** (*anticipated*).

ii. FitLot shall provide general administration and data collection, through:

- a. Providing the Eventbrite Registration Website to Community Partner
- b. Providing Community Partner with reasonable assistance with Fitness Class Registration and any applicable donations to the local YMCA of unused Fitness Class funds.
- c. Reporting specified data on Fitness Class Registrants who accepted the Opt-In Notice terms and conditions with a checked opt-in box and those Fitness Class Registrants who actually participated in a Fitness Class and who accepted the Op-In Notice terms and conditions with a checked opt-in box to AARP as agreed upon between FitLot and AARP.

Use of Grant #2 One-Time Social Media Support Funding		
	<u>Duration</u>	<u>Total</u>
	One-time*	\$500.00

*\*Unless AARP provides additional funds*

**A. Description of Grant Use #2 Funds – Social Media Support**

i. Social Media Support Funding shall be used by Community Partner solely to promote the [City] AARP Sponsored Outdoor Fitness Park and Fitness Classes (defined herein) to local community residents in a ten (10) week social media campaign (“Social Media Campaign”, further defined below).

ii. *Start of the Social Media Campaign:*

- a. Community Partner shall **start the Social Media Campaign no sooner than one (1) week after the actual completion date of the AARP Fitness Park.**

iii. *Distribution of funds:*

- a. FitLot shall distribute the Social Media Support Funding to Community Partner **by September 15, 2020** (*anticipated*), which should be used exclusively on Facebook advertising.

iv. *Funds must be used by:*

- a. Social Media Support Funding must be used by the Community Partner for the above stated Grant use **in accordance with the terms of this Addendum within eighteen (18) months of the date funds are received by the Community Partner.**

**B. Social Media Campaign and Social Media Support Toolkit**

- i. Community Partner shall utilize **Facebook** for social media promotion.
- ii. To execute the Social Media Campaign, FitLot shall provide Community Partner with a Social Media Support Toolkit that has AARP-approved templates for drafting social media posts (“Toolkit”).
- iii. The Toolkit shall include:
  - a. Twenty (20) templated social media Facebook posts organized as a ten (10) week social media campaign.
  - b. Three (3) 45-60 second videos for Municipality use. The videos will consist of:
    1. One (1) FitLot Neighborhood Coach recruitment video
    2. One (1) general announcement video of AARP Sponsored Outdoor Fitness Park opening, which will link to an AARP hosted webpage or a Cvent link
    3. One (1) “classes starting in your area” program outreach video.
- iv. **Community Partner shall utilize the Toolkit to post on Facebook at least twice a week during the ten (10) week Social Media Campaign.**
- v. Community Partner shall not use the Toolkit in any way that violates any third-party rights

**C. Reporting & Data Collection Requirements - Facebook Advertisement Report**

- i. Community Partner shall **produce a Facebook Advertisement Report within fifteen (15) days of completion of Community Partners’ ten (10) week Social Media Campaign.**
- ii. The Facebook Advertisement Report shall include the number (each) of:
  - a. engagements (a like, reaction, comment, share, click, or video view, as applicable)
  - b. reshares
  - c. views per post
  - d. ‘click-through’ actions to the registration link
  - e. conversions (completing the act of signing up for the class).
- iii. Directions for creating the Facebook Advertisement Report can be found in the Other Terms Section below.
- iv. If the Community Partner fails to submit its Facebook Advertisement Report within the aforementioned specified number of days:
  - a. FitLot will follow up with Community Partner with at least two (2) emails and one (1) phone call before making AARP aware of such instance of failed reporting to AARP.
  - b. FitLot will make AARP aware of this and the Community Partner will be deemed ineligible to receive Social Media Support Funding in the following year, if continued social media support funding is made available by AARP beyond year 1 of the program grant

**D. FitLot Duties and Obligations:**

- i. FitLot shall distribute the one-time pass through Social Media Support Funding to Municipality **by September 15, 2020 (anticipated).**
- ii. FitLot shall provide general Social Media Campaign Management to Community Partner, including:
  - a. Ensuring all social media posts templates are approved by AARP in writing prior to release of the Social Media Campaign to Community Partner
  - b. Providing the Social Media Support Toolkit

- c. Providing reasonable assistance with producing the Facebook Advertisement Report if needed
- iii. Should Community Partner not utilize Facebook for social media promotion, FitLot shall make AARP aware of this and work with AARP and the Community Partner to donate these social media support funds as described in provision III.2.A.v.a Unspent Funds.

### 3. OTHER TERMS

<p><b>Requirements for certified fitness professionals to be hired as FitLot Neighborhood Coaches</b></p>	<p>1. Community Partner shall only hire certified fitness instructors to lead classes at the AARP Sponsored Outdoor Fitness Park site who have accreditation through the following fitness certifying bodies listed in the next provision:</p> <p>2. <b>AASFP</b> (Asian Academy for Sports and Fitness Professionals), <b>ACE</b> (American Council on Exercise), <b>ACSM</b> (American Council on Sports Medicine), <b>ACTION</b> (Action Personal Trainer Certification), <b>AFAA</b> (Aerobics and Fitness Association of America), <b>AFPA</b> (American Fitness Professionals and Associates), <b>BCRPA</b> (British Columbia Recreation and Parks Association), <b>canfitpro</b> (Canadian Fitness Professionals Inc), <b>CHEK</b> (Corrective Holistic Exercise Kinesiology Institute), <b>CI</b> (Copper Institute), <b>FAI</b> (Functional Aging Institute), <b>IFPA</b> (International Fitness Professionals Association), <b>ISSA</b> (International Sports Sciences Association), <b>NAFC</b> (National Association for Fitness Certification), <b>NAFTA</b> (National Aerobics &amp; Fitness Trainers Association), <b>NASM</b> (National Academy of Sports Medicine), <b>NBHWC</b> (National Board for Health &amp; Wellness Coaching), <b>NCCPT</b> (National Council for Certified Personal Trainers), <b>NCEP</b> (National College of Exercise Professionals), <b>NCSF</b> (National Council on Strength and Fitness), <b>NESTA</b> (National Exercise &amp; Sports Trainers Association, Inc), <b>NETA</b> (National Exercise Trainers Association), <b>NPI</b> (National Posture Institute), <b>NFPT</b> (National Federation of Professional Trainers), <b>NSCA</b> (National Strength and Conditioning Association), <b>NSPA</b> (National Strength Professionals Association), <b>PTAG</b> (Personal Training Academy Global)</p> <p>3. Community Partner shall obtain and save in its records, a verification of fitness certification for each individual hired as FitLot Neighborhood Coach.</p>
<p><b>Facebook Advertisement Report</b></p>	<p>[See forthcoming <b>FitLot Facebook Outreach Campaign Guide</b> that will be emailed]</p>
<p><b>Use of Class Registration System</b></p>	<p>[See forthcoming <b>FitLot Registration System Guide</b> that will be emailed]</p>

<b>Ongoing Maintenance of AARP Sponsored Outdoor Fitness Park</b>	<p><u>Signage.</u> The Community Partner shall allow the names and logos of FitLot and AARP to be displayed on permanent Project signage, which shall be substantially in the form provided to the Community Partner and mounted in a mutually agreed location on poles.</p> <p><u>Logo placement on shade canopy and surfacing.</u> In coordination with Section 2.A. (Sponsorship Benefits) in the Agreement, Community Partner agrees to maintain the AARP branded surfacing and canopy for at least the duration of the manufacturer's warranty of 10 years. After 10 years, the Community Partner has the option of replacing the canopy and/or surfacing with an unbranded canopy and/or surfacing of the original color. If Community Partner chooses not to replace the AARP branded canopy and flooring after their respective warranties expire, the Community Partner shall remain obligated to maintain those materials in good repair.</p>

#### **4. FITLOT CONTACT INFORMATION**

<b>FitLot address</b>	4035 Washington Avenue New Orleans, LA 70125
<b>FitLot programming contact</b>	Name: Kathryn Conyers Title: Program Director Email: kathryn@fitlot.org Telephone: 414.841.6289

#### **5. COMMUNITY PARTNER CONTACT INFORMATION**

<b>Community Partner address</b>	200 Garfield Street Newington, CT 06111
<b>Community Partner programming contact</b>	Karen Gallicchio Recreation Supervisor kgallicchio@newingtonct.gov 860-665-8671

**SIGNATURES ON FOLLOWING PAGE**



This Programmatic Grant Addendum is acknowledged by the Community Partner as of the date stated in its first paragraph of this Programmatic Grant Addendum:

**Community Partner**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Keith Chapman  
Title: Town Manager  
Address: 200 Garfield Street, Newington, CT 06111  
Tel.: 860-665-8510  
Email: kchapman@newingtonct.gov

**FitLot**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

**ACKNOWLEDGED BY:**

**[Community Partner's Recreation Department DIRECTOR]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: William DeMaio  
Title: Superintendent of Parks and Recreation  
Address: 200 Garfield Street, Newington, CT 06111  
Tel.: 860-665-8669  
Email: wdemaio@newingtonct.gov

**[Community Partner's Recreation Department PROGRAMMING LEAD]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Karen Gallicchio  
Title: Recreation Supervisor  
Address: 200 Garfield Street, Newington, CT 06111  
Tel.: 860-665-8671  
Email: kgallicchio@newingtonct.gov

AGENDA ITEM: VI.G

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby authorizes Keith Chapman, Town Manager, to execute the FitLot Partnership Agreement, Programmatic Grant Addendum and any additional documents, for the construction of a FitLot Outdoor Fitness Park located at the Clem Lemire Sports Complex.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 GARFIELD STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Affordable Housing Plan Grant Technical Assistance Program Acceptance

---

The Town of Newington, to assist with the creation of an Affordable Housing Plan, has been selected to receive the maximum grant amount of \$15,000. The Town Council previously approved the application for the grant in April, 2020.

Before you this evening is a resolution to authorize Keith Chapman, Town Manager to execute the Grant Award on behalf of the Town of Newington.

I have included a Resolution and a copy of the Notice of Grant Award for your action.

#### Attachments:

- Notice of Grant Award, Affordable Housing Plan Grant Technical Assistance Program
- Resolution to Authorize Keith Chapman, Town Manager to Accept the Grant Award.



STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING



NOTICE OF GRANT AWARD  
Affordable Housing Plan Grant Technical Assistance Program

The State of Connecticut, acting herein by the Department of Housing, hereby makes the following grant award in accordance with Connecticut General Statutes ("CGS") § 8-30j, as amended, the grant solicitation, and the attached grant application, if applicable.

Grantee	Town of Newington		
Address	131 Cedar Street		
City/State/Zip	Newington, CT 06111		
Town Code	094		
Federal Employer ID No.	06-6002047		
State Agency Code	DOH46900		
DOH Grant No.	AHPG: 2020-094-018		
Date Of Award	July 1, 2020		
Period Of Award	From: July 1, 2020	To: June 30, 2021	
Amount Of Award	State: \$ 15,000	Grantee Match: \$ 0	Other: Town Admin. \$ 9,200
Total Budget	\$ 24,200		
Grantee Fiscal Year	From: July 1	To: June 30	

*My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:*

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all the requirements of the original Notice of Grant Award.

BY: \_\_\_\_\_

Signature of Authorized Official  
Keith Chapman, Town Manager  
Typed Name and Title of Authorized Official

9/23/2020  
Date

FOR THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING

BY: \_\_\_\_\_

Signature of Authorized Official  
Seila Mosquera-Bruno  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Date

*For DOH Business Office Use Only*

DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2	BR
OH46900		12039	40233		DOH	n/a	n/a

AGENDA ITEM: VI.H

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby authorizes Keith Chapman, Town Manager to execute all documents necessary to accept the Affordable Housing Plan Technical Assistance Grant award, a copy of the Notice of Grant Award shall be attached to this Resolution.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 GARFIELD STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Authorize Sale of Town Owned Property-690 Cedar Street

---

Before you this evening is an action to authorize the Town Manager to complete a negotiated sale of Town Owned Property located at 690 Cedar Street. The Town Council has completed the necessary reviews by the Town Plan & Zoning Commission (TPZ), under CGS §8-24. The TPZ issued a favorable report back to the Council, as received on September 29, 2020.

The required Public Hearing to receive comments, as required under CGS §7-163e, took place prior to this evening's meeting.

I have included a Resolution as part of the packet to authorize the Town Manager, Keith Chapman to executed all necessary documents to complete the sale of 690 Cedar Street

Attachment:

- Resolution – Sale of Town Owned Land – 690 Cedar Street

AGENDA ITEM: VI.I

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council hereby authorizes Keith Chapman, Town Manager to execute any and all documents necessary to complete the sale of Town Owned Property located at 690 Cedar Street.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 GARFIELD STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)  
Date: October 7, 2020  
Re: Community Connectivity Grant Program (CCGP) (**Waiver Requested**)

---

Gary Fuerstenberg, Town Engineer is requesting authorization by the Town Council to apply to the Connecticut Community Connectivity Grant Program to install 900 feet of sidewalk along Main Street, from the transfer Station to Lewis Street. The authorization for the Grant application must be adopted by the Town Council and submitted no later than October 16, 2020. Therefore, I am requesting that the Town Council consider a waiver of their Rules of Procedure in order to ensure a timely filing of the application.

Mr. Fuerstenberg has supplied a memorandum outlining the timetable and purpose of the application. The Town Manager will present an overview of the project during the October 13<sup>th</sup> meeting.

I have included for your adoption a Resolution, with a waiver, to authorize the Town Manager to execute the necessary documents for the grant application.

#### Attachments:

- Memorandum from Gary Fuerstenberg, PE, Town Engineer for the Main Street Connectivity Project – Community Connectivity Grant, dated October 9, 2020.
- Community Connectivity Grant Program Slides
- 2020 Community Connectivity Grant Application
- Resolution w/waiver to Authorize Grant Application for Community Connectivity Grant





Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 Garfield Street Newington, Connecticut 06111

## Office of Town Engineer

Gary J. Fuerstenberg, P.E.  
Town Engineer

### Memorandum

**To:** Town Clerk  
**From:** Gary Fuerstenberg, PE, Town Engineer  
**Date:** October 09, 2020  
**Re:** Main Street Connectivity Project – Community Connectivity Grant

The Town is applying for a Community Connectivity Grant for closing the 900-foot-long sidewalk gap on Main Street. To increase the grant application score, please provide a letter of support for the project or a Town Council resolution supporting the project. The Town Manager will summarize the project. Thank you.

#### Grant Application Timeline:

Grant Solicitation Announced – 28 AUG 2020

Public Works Meeting – 9 SEPT 2020

- Assessed need & identified projects
- Matched project to grant objectives
- Prepared preliminary design, cost estimate, and schedule
- Prepared public outreach presentation
- Prepared draft grant application

Public Outreach (via ZOOM) – 6 OCT 2020

Town Council Meeting – 13 OCT 2020

Application Due – 16 OCT 2020

#### Project timeline/schedule:

Description	Duration	Estimate Date	
Prepare CCGP Application	1 month	Fall 2020	Application due 16 October 2020
CCPG Selection	TBD	Fall 2020	
Commitment to Funding	TBD	Winter 2021	
Prepare Final Design	6 months	Winter-Spring 2021	Coordinate Design with CDOT
Utility Coordination	2 months	Spring 2021	
CDOT Encroachment Permit	2 months	Summer 2021	Coordinate with CDOT District 1
Prepare Bidding Documents	2 months	Fall 2021	
Bidding	2 months	Winter 2022	
Select Contractor	2 months	Spring 2022	Completion - 30 Sept. 2022
Construction	2 months	Summer 2022	

Project Summary (close sidewalk gap):

- 900 feet concrete sidewalk (Hopkins Drive to Middlewoods of Newington)
- 2 sidewalk ramps with tactile pad (at transfer station entrance)
- 300 feet bituminous curb (where guide rail is removed)
- 1 Catch basin
- Relocate 2 utility poles
- Landscape to restore site
- Preliminary Design
- \$525,000 construction cost
- Requesting \$525,000 for construction activities
- TON to provide or fund design (engineering/design excluded from grant)

CDOT project 007-250:

- Berlin Turnpike Traffic Signal Improvements – Adaptive Technology
- TON is coordinating CDOT for installing 200' from Louis Street to Berlin Turnpike (connect to existing sidewalk on Griswoldville Avenue)



# Newington Town Council 13 October 2002



COMMUNITY CONNECTIVITY GRANT PROGRAM

FOR

Main Street Sidewalk Connectivity Project

# Community Connectivity Grant Summary

- Connecticut Department of Transportation (CDOT)
- Competitive application processes (169 Towns)
- Small scale improvements
- \$125k to \$600k per town
- Improve pedestrian and bicycle safety and accessibility
- Includes construction activities only
- Excludes engineering/design costs

# Grant Application Timeline

Grant Solicitation Announced – 28 AUG 2020

Public Works Meeting – 9 SEPT 2020

- Assessed need & identified projects
- Matched project to grant objectives
- Prepared preliminary design, cost estimate, and schedule
- Prepared public outreach presentation
- Prepared draft grant application

Public Outreach – 6 OCT 2020

Town Council Meeting – 13 OCT 2020

Application Due – 16 OCT 2020



# Project Origin

ENGINEERING DEPARTMENT



**TOWN OF NEWINGTON  
LONG RANGE  
CAPITAL IMPROVEMENT PLAN  
2020-2021 THROUGH 2024-2025  
COUNCIL ADOPTED**

# NEWINGTON

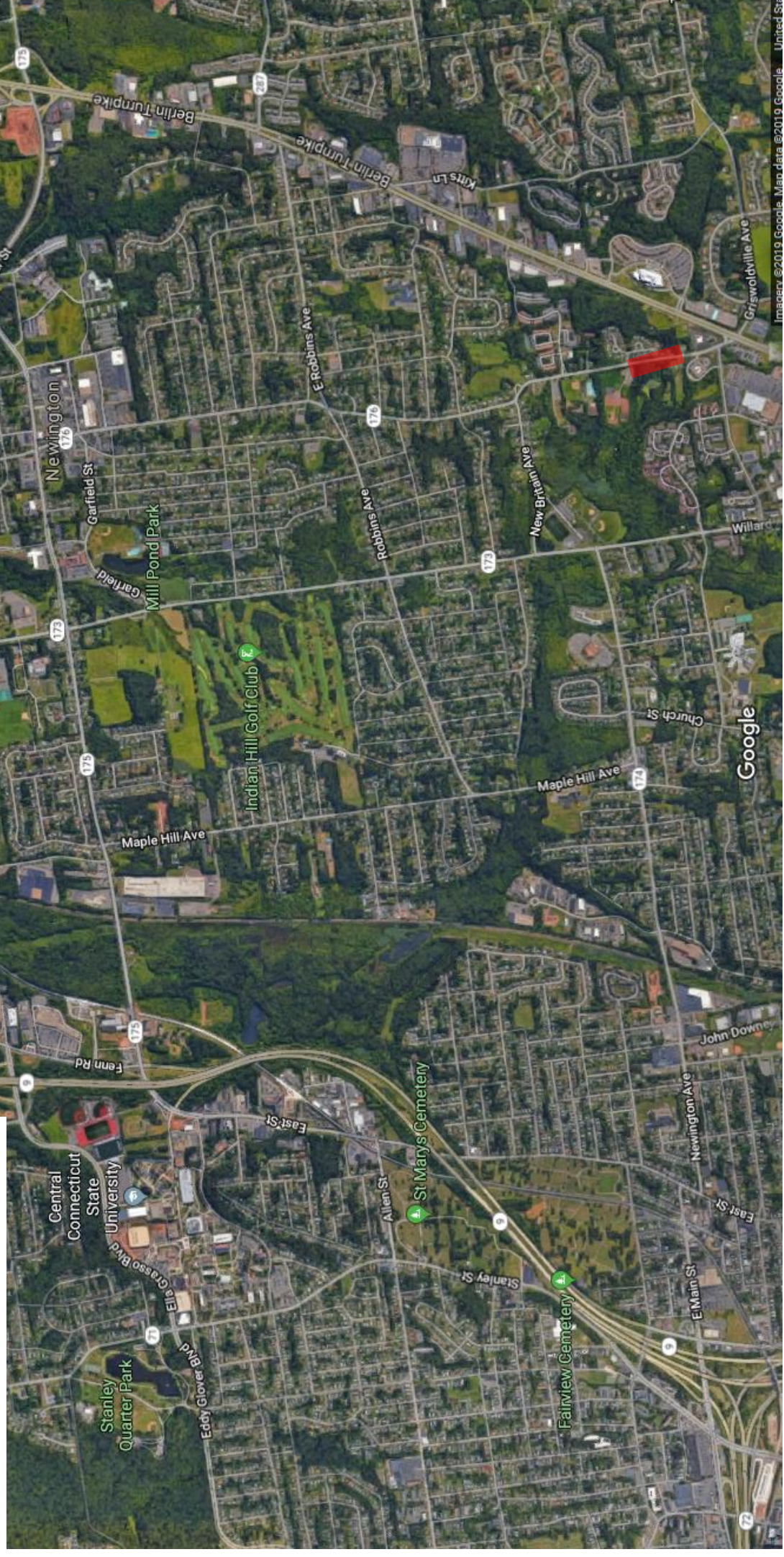
**2020-2030 Plan Of Conservation And Development**

Effective August 29, 2020

**TOWN PLAN & ZONING COMMISSION**



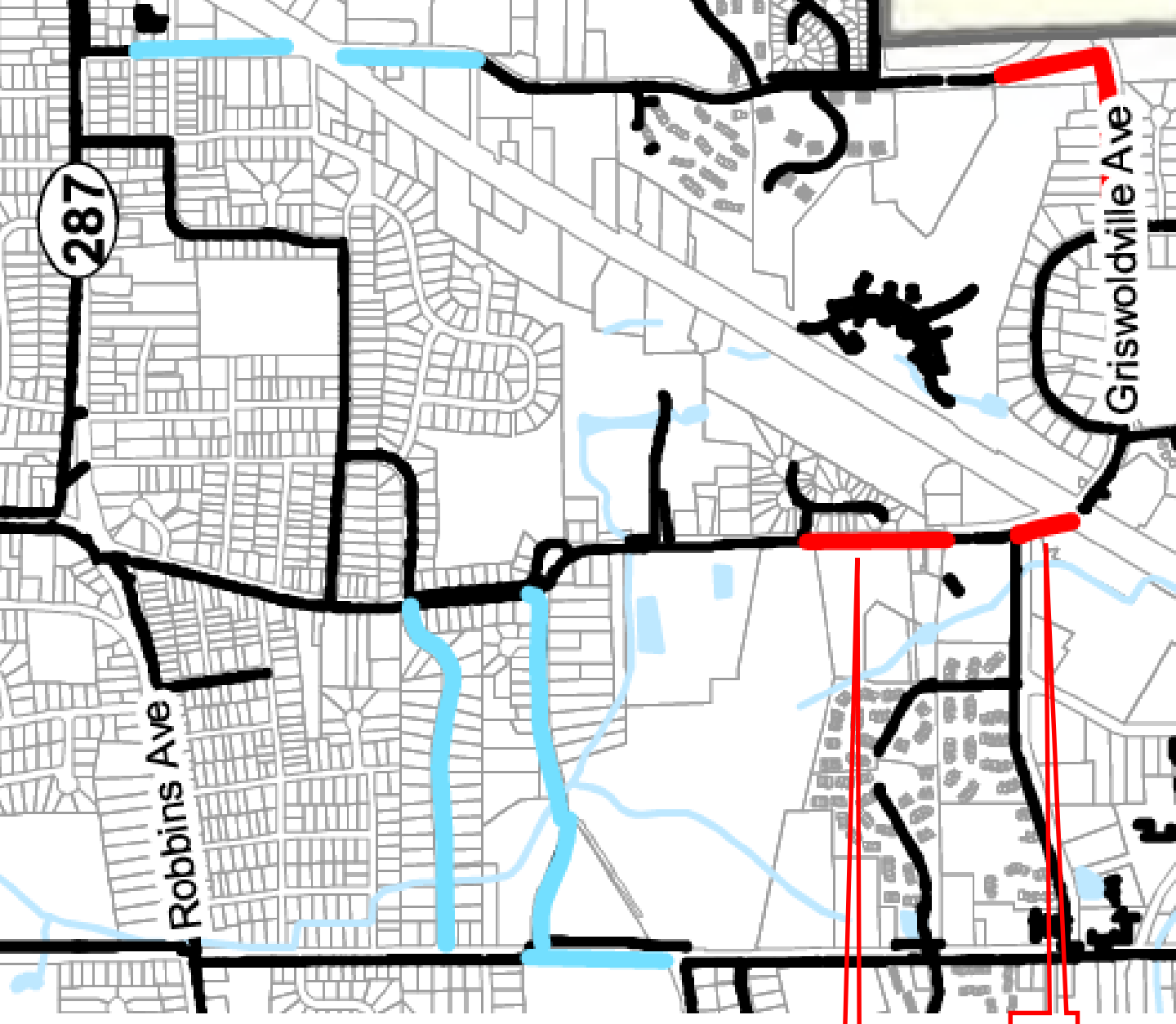
# Project Corridor





# POCD – Pedestrian Plan

- Extend sidewalks
- Close sidewalk gaps
- High priority sidewalk (red)



TON Project

CDOT Project 007-250



# Preliminary Design

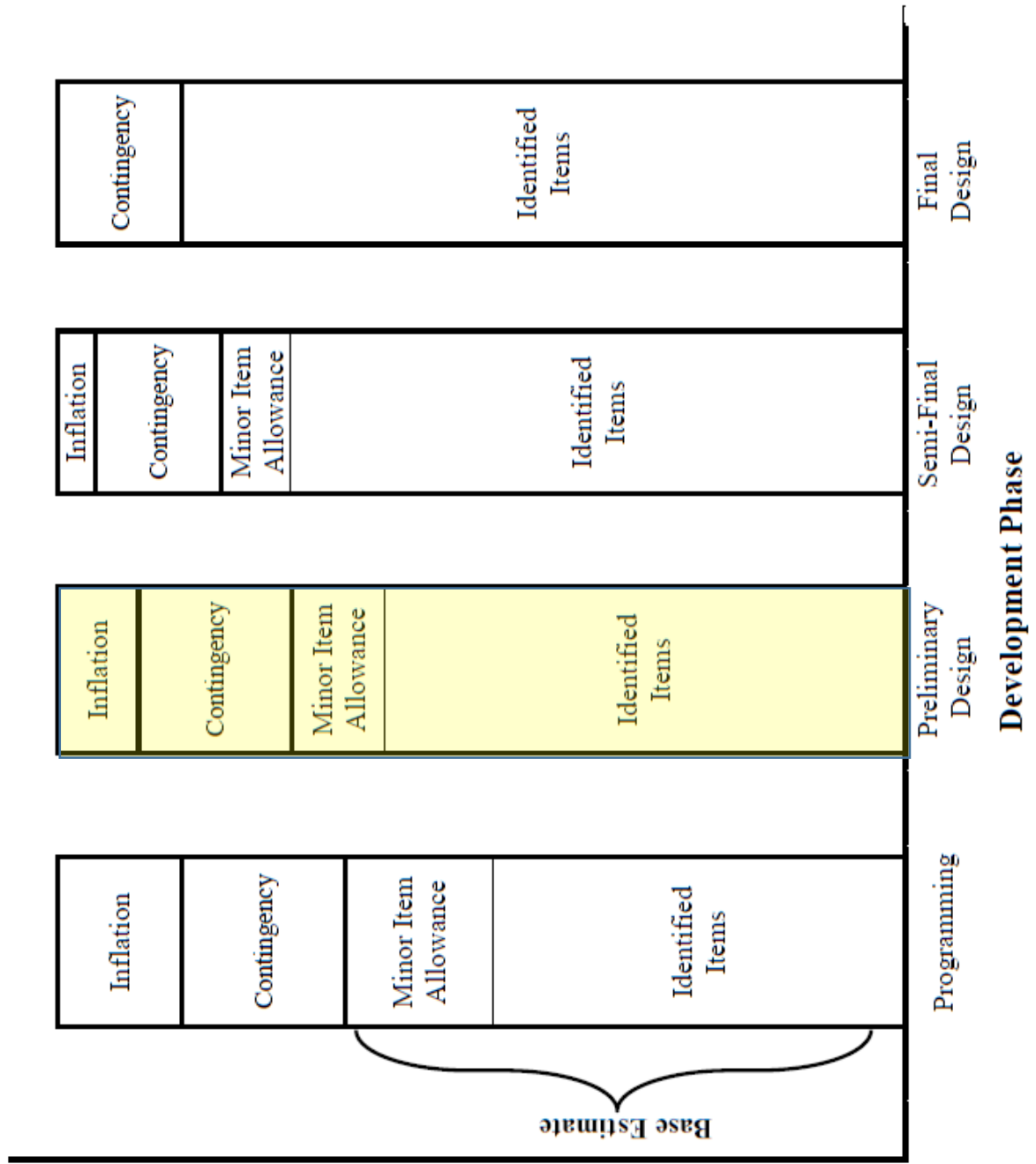
- Clearing
- Sidewalk
- Landscape



# Cost Estimate

- **\$525,000 = Total Cost**
- 36 Major Items = \$365k
- Minor Item Allowance = \$70k
- Contingency = \$45k
- Incidentals = \$45k
- Inflation = \$0k

Figure 1. Components of construction contract cost by development phase.



## Part 2 – Application Questions

### Section 1 - Identification and Documentation (15 pts.)

---

The Identification and Documentation criteria will provide general information about the applicant and the proposed project, as well as an endorsement by the Municipality. An application that comprehensively demonstrates the following may receive maximum points for this section:

- All information requested is complete and comprehensive
- Additional information supports project directly and includes preliminary design or comprehensive concept plans showing the proposed improvements.
- Show clear understanding of potential impacts (or enhancements) relating, but not limited, to environmental, historical, social, rights of way and/or state-owned facilities.

#### Applicant Municipality:

Name: Town of Newington

Tax ID (FEIN) No.: 06-6002047

**Authorized Signatory Information:** Note: The title of the Authorized Signatory may be changed to reflect the appropriate title with respect to your municipality's form of government (i.e., Mayor, Town Manager, First Selectman, etc.)

Full Legal Name: Keith Chapman

Title: Town Manager

Email Address: kchapman@newingtonct.gov

Telephone Number: 860-665-8510 Ext: 8512

Street Address / PO Box: 200 Garfield Street

Zip Code: 06111

#### Applicant Information:

Name: Gary Fuerstenberg

Telephone Number: 860-665-8570 Ext: 8572

Email Address: gfuerstenberg@newingtonct.gov

### Primary Project Contact (technical lead responsible for overseeing project design)

Name: Gary Fuerstenberg

Telephone Number: 860-665-8570 Ext: 8572

Email Address: gfuerstenberg@newingtonct.gov

### Project Cost / Funding Requested

Requested amount of funding for this project (cannot exceed \$600,000):

\$ 525,000.00

### Complete Streets

Does your Municipality currently have a Complete Streets Policy or Plan?

☐ Yes ☒ No ☐ In Development - please explain: \_\_\_\_\_

Project is consistent with complete street methodology and Pedestrian Plan and Bicycle Plan in POCD.

### Proposed Project Information:

Project Name: Main Street Sidewalk Connectivity Project

Short description of proposed improvements:

Except for this segment, Main Street has a sidewalk the entire length of Newington. This project will fill a ~900-foot-long sidewalk gap on Main Street (Minor Arterial with ADT about 10,000 VPD).

Project location (Street name, state route number if applicable, address, GPS coordinates, etc.):

2121 through 2075 Main Street (State Route 176 - minor arterial) - between Hopkins Drive and ~500 feet north of Louis Street. See project location map, Attachment 1.

Does this project impact state-owned property? (i.e.: state facilities, state routes and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.

Yes, project impacts state-owned property. Install new sidewalk and drainage improvements in CDOT right-of-way (State Route 176) along the west side of the road. See preliminary engineering plans, Attachment 2.

Refer to the "Examples of Eligible Improvement Types" table under the "Eligible Activities" section above, and categorize (as close as possible) the top 3 most relevant types of improvement(s) that CCGP funds will be used for:

1  
\_\_\_\_ C3 - 900 feet of new sidewalk (fill sidewalk gap) and improve pedestrian connectivity and mobility

2  
\_\_\_\_

3  
\_\_\_\_

**For what type(s) of facilities does this project propose to improve connectivity to?**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Community/Central Business Centers    | <input type="checkbox"/> Education Centers (Schools)               |
| <input checked="" type="checkbox"/> Commercial District (Shopping/Dining) | <input type="checkbox"/> Tourist Sites                             |
| <input checked="" type="checkbox"/> Employment Centers                    | <input checked="" type="checkbox"/> Recreational Facilities        |
| <input checked="" type="checkbox"/> Municipal Facilities                  | <input type="checkbox"/> Transit Facilities                        |
| <input checked="" type="checkbox"/> Residential                           | <input checked="" type="checkbox"/> Other <u>CDOT Headquarters</u> |

**Please submit the following additional information in digital format, as applicable:**

- ☒ Site Location Map ← Attachment 1
- ☐ Property Boundary Map
- ☐ Comprehensive Concept Plans
- ☒ Preliminary Engineering Plans (if available) ← Attachment 2
- ☒ Proposed project schedule (estimate for final design completion, construction commencement and completion, etc.) ← Attachment 3
- ☐ Description of known potential impacts (or enhancements) relating, but not limited, to environmental, historical, natural or social resources, as well as rights-of-way and/or state-owned facilities.
- ☒ Letters of support for the project. ← Attachment 4

**Please include any other relevant information you feel may be helpful:**

1. Sidewalks connect neighborhoods. With more residents working from home (working remotely), more people appear to be using Town sidewalks for exercise/recreation and transportation. Town Council supports this project.

2 2020-2030 Plan of Conservation and Development (POCD): This project is a high priority sidewalk in the 2020-2030 POCD sidewalk plan (Exhibit A). This project will complete a long gap in the Town of Newington sidewalk network and increase pedestrian safety, mobility and connectivity. TON and CDOT considered incorporating bike lanes into the pavement striping plan as a part of resurfacing this part of SR176 in 2018. No bike lanes were added, consistent with the 2020-2030 POCD Bicycle Plan (Exhibit B), because of the narrow pavement width, high speed (40 MPH), and high traffic volume (about 10,000 VPD - Exhibit C).

3. Town Of Newington plans to implement several recommendations in the 2016-2017 RSA as part of the 2018 Community Connectivity Grant and as part of the new Town Hall project. The RSA was limited to the Town Center. This project is outside the Town Center area and outside the limits of the area assessed for the RSA. Project does not impact wetlands or upland review area. Photographs of the project corridor are included as Exhibit E.

**Endorsement and Recommendation of Project**

The following page titled "Endorsement and Recommendation of Project by the Municipality" must be completed and signed to certify that the project is endorsed and supported by the Municipality. This document must be signed and included for the application to be considered complete.

## Endorsement and Recommendation of Project by the Municipality

***This page must be read and signed by the Authorized Signatory of the Municipality in order for the municipality/project to be considered for CCGP funding.***

My signature below, as Authorized Signatory of the Municipality of, Newington  
indicates acceptance of the following and further certifies that:

1. I understand that should this grant application be approved, I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits may be required by the administering agency or other agencies as required by either the Connecticut General Statutes or Connecticut regulations, or federal law;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Connecticut Department of Transportation;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the Municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Connecticut Department of Transportation for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes; and
8. I will supply the Connecticut Department of Transportation with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the Municipality denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded.
9. I understand that if this application leads to the award of a CCGP funding for this project, that no payment will be made for project expenses incurred prior to the start date or after the end date (as set forth in the fully executed contract), without advance written approval by the administering state agency.
10. I have read, in full, the Connecticut Community Connectivity Grant Program (CCGP) Project Administration Guide and Application.

Authorized Signatory's Name (Please Print) Keith Chapman

Title Town Manager

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Section 2 – Description of Project and Purpose and Need (20 pts.)

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Provide a description of the proposed improvements as well as the purpose and need of the project. Please be as comprehensive as possible in the description of the planned activities. The purpose and need for the project should include the specific needs that will be satisfied and expected outcomes resulting from undertaking the project. It should also show how it relates to established goals and strategic plans for the community. An application that comprehensively demonstrates the following may receive maximum points for this section:

- Project description should be clear and detailed so that a reviewer can easily understand the proposed improvements.
- Should be specific and clearly define what the intended purpose and need is within the context of the community and why this project is critical to achieving the purpose and need.
- Describe how this project can stimulate additional investment, leverage other resources, and/or fits into local or regional initiatives.
- Project is shown to complement local and/or regional plans such as Complete Streets

**Project Description:** Proposed improvements are shown on the preliminary engineering drawings (Attachment 2). Construct ~900 feet of new sidewalk to complete a gap in the sidewalk network on State Route 176 (Main Street) with ADT about 10,000 vehicles per day (Exhibit C). Install accessible ramps and tactile pads at transfer station entrance. Install drainage improvements consisting of curb and catch basin (where none exist). Grade sidewalk corridor to promote sidewalk drainage. An 8- to 10-foot-wide snow shelf (green strip) will separate the road and new sidewalk to provide pedestrian safety.

**Project Purpose and Need:** High traffic volume (Exhibit C) and speed (40 MPH) and narrow pavement are an impediment to pedestrian safety and connectivity/mobility in this corridor. This project: 1) completes a ~900-foot-long gap in the sidewalk network on State Route 176, thus improving pedestrian safety, connectivity and mobility, and 2) links residential neighborhoods to commercial/employment districts and recreational areas including: Churchill Park/Pool, Newington Center, Government Center, Berlin Turnpike commercial district as well as jobs associated with those developments.

**Leverage Other Resources:** CDOT is considering constructing ~200 feet of new sidewalk to fill the gap in the sidewalk network on State Route 176 (Main Street) between Louis Street and Berlin Turnpike as part of CDOT project 007-250. These projects provide continuous sidewalk along Main Street (SR 176) to the Berlin turnpike (US Route 5).

**Compliment Local/Regional Plans:** Project is consistent with Town of Newington Sidewalk Plan and Bicycle Plan in the 2020-2030 Plan of Conservation and Development and improves pedestrian mobility and safety in the project corridor. Town will maintain sidewalk; Park and Recreation Department will remove snow/ice and cut grass fronting Town of Newington property (~700 feet).

## Section 3 –Safety and Accessibility (30 pts.)

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How does this project address a known safety concern and allow for better connectivity as it relates to users of the transportation system? The impact on Safety and Accessibility section provides the opportunity for applicants to describe how the project in their Municipality will propose to improve safety and accessibility for the community. An application that comprehensively demonstrates the following may receive maximum points for this section:

- This section should clearly describe the immediate and long-term impact on safety and connectivity within the community.
- Narrative should demonstrate how the proposed improvement is directly related to the Safety and Accessibility objective of the program as stated in Part 1
- Data<sup>2</sup> is provided to demonstrate how the program objective will be achieved through this project.

**Safety Impact:** No sidewalk (~900-foot-long sidewalk gap), uneven ground surface with poison ivy behind the curb, and guide rail along the edge of pavement require pedestrians to share the busy road with vehicles. Sidewalk will provide a safe corridor for pedestrians separated from vehicles instead of sharing the road in state route 176 (ADT about 10,000 VPD - Exhibit C) or traversing uneven ground with poison ivy ground cover.

**Connectivity/Accessibility Impact:** Sidewalks connect neighborhoods. This sidewalk links residential neighborhoods to commercial districts and recreational areas including: Churchill Park and Pool, Newington Center, Government Center, Berlin Turnpike commercial district as well as jobs associated with those developments.

**Program Objective:** Completing the sidewalk gap will provide safety for pedestrians on Main Street and provide connectivity for pedestrians in the project corridor. Pedestrians avoid this corridor because no sidewalk is available for safe passage to residential neighborhoods, commercial districts and recreational areas along the project corridor.

**Crash Data -** No pedestrian/bicycle-vehicle crashes were reported in the past 3 years is indicative of pedestrians/bicycles avoiding this corridor and not indicative of obvious pedestrian/bicycle safety defects. Crash data does not consider close calls and near misses (which I have experienced). "A near miss today could be an accident tomorrow".

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<sup>2</sup> Applicants are encouraged to use available data including the Connecticut Crash Data Repository, and any other sources including local police crash records, public works complaints & LTA concerns.



## Section 4 – Transportation Equity (30 pts.)

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How does this project align with existing values and promote equity within the community? The Transportation Equity criteria should clearly demonstrate how the proposed project will promote equity within the context of the community. An application that comprehensively demonstrates the following may receive maximum points for this section:

- Clearly define how the proposed project will create opportunities for residents and businesses by providing equitable levels of access to affordable and reliable transportation, including underserved communities within the project area.
- Language should clearly describe how the project fits the context of the area and provides a benefit to the local community.
- Narrative should demonstrate how the proposed improvement is directly related to the Equity objective of the program as stated in Part 1
- Demonstrate support within the community for the proposed improvements.
- Data<sup>3</sup> is provided to demonstrate how the program objective will be achieved through this project.

**Opportunity for Residents and Business:** This project increases pedestrian safety for residents and increases pedestrian mobility and connectivity to business in Newington. Project will link residential neighborhoods to commercial districts and government center.

**Benefit Local Community:** No sidewalk (~900-foot-long sidewalk gap), uneven ground surface with poison ivy behind the curb, and guide rail along the edge of pavement require pedestrians to share the busy road (State Route 176) with vehicles. Sidewalk will provide a safe corridor for pedestrians separated from vehicles instead of sharing the road in State Route 176 (ADT about 10,000 VPD - Exhibit C) or traversing uneven ground with poison ivy ground cover.

**Access to transportation.** This project will improve pedestrian access to existing CTtransit routes on the Berlin Turnpike, Robbins Avenue, Cedar Street, and the upper portion of Main Street (north of Robbins Avenue). No CTtransit routes use Main Street south of Robbins Avenue. Once the sidewalk is constructed, CTtransit could consider a bus route in the project corridor.

**Underserved Communities:** This stretch of sidewalk starts directly across the street from “Hopkins Village”, Newington’s sole owner-occupied affordable housing development. The houses in Hopkins Village are the 36 “Deed Restricted Units” reported in the annual “Affordable Housing Appeals List”. This sidewalk will provide residents of Hopkins Village with a safe route to nearby jobs, shops, and services on the Berlin Turnpike.

**Support Within Community:**

- 1) Project is consistent with the 2020-2030 POCD (sidewalk plan and bicycle plan).
- 2) Newington Town Council Resolutions 000 and 000 support the project (Attachment 4A).
- 3) Newington Town Manager.
- 4) Newington Public Works Department.
- 5) Newington has invested heavily in sidewalk improvements in Newington Center and throughout Town.
- 6) 6 October 2020 public meeting (Presentation is included as Exhibit F).
- 7) Residents (Attachment 4B)

**Previous Sidewalk Improvements:** Over the past 15 years, the Town of Newington has spent about \$2.5M on streetscape projects in Newington Center. The Town of Newington is coordinating streetscape improvements in the Elm Hill neighborhood. The referenced streetscape projects and this project coordinately improve pedestrian safety, mobility and connectivity in Newington.

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<sup>3</sup> Applicants are encouraged to use available data including Environmental Justice Community Mapping available on the CTDOT website, Census Data, and other data including state, federal, or local sources.

## Section 5 – Cost Estimate (5 pts.)

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This information should answer the question of whether the project can be realistically completed within the proposed grant amount. Cost estimates are the primary form of providing this information and will be evaluated for their demonstrated ability to achieve the Program objective. For example, an infrastructure project application with evidence of scoping and/or preliminary engineering work can be expected to increase confidence in the resulting estimate. A detailed cost estimate shall be submitted with this application. A sample cost estimate form can be found on the Community Connectivity Program webpage at: <http://ctconnectivity.com/ccgp/>. An application that comprehensively demonstrates the following may receive maximum points for this section:

Exhibit D

- Cost estimates should provide enough detail and accuracy to demonstrate that the proposed project can realistically be accomplished within the requested grant amount.
- Cost estimate must show that reasonable thought went into the planning of the proposed improvements.
- Major construction items should be included to demonstrate comprehension of the complexity of the overall project.

**Detail and Accuracy:** Cost estimate (Exhibit D) was prepared using CCGP cost estimate template. Town has experience using LOTCIP cost estimate method (similar template). Based on level of effort in preliminary design (Attachment 2), Town of Newington has a high level of confidence work can be completed with the requested grant funds.

**Reasonable Thought:** Cost estimate is not based on concept; cost estimate is based on preliminary design (Attachment 2) which has been prepared by Town staff with about 100 years combined engineering and construction experience.

**Major Quantities:** Comprehensive cost estimate includes 36 major items. Quantities obtained from CAD software and rounded up for a conservative approach. Cost Estimate was peer reviewed by Town Engineer.

AGENDA ITEM: VII.A1

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council, in accordance with §11 of the Town Council, Rules of Procedure, adopted February 11, 2020, hereby moves to allow action on Agenda Item VII.A to authorize Keith Chapman, Town Manager to execute the Endorsement & Recommendation of the Connecticut Connectivity Community Grant Program.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

AGENDA ITEM: VII.A2

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council, hereby authorizes Keith Chapman, Town Manager to execute the Endorsement & Recommendation of the Connecticut Connectivity Community Grant Program, for the Main Street Sidewalk Connectivity Project.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



Keith Chapman  
Town Manager

# TOWN OF NEWINGTON

200 Garfield Street Newington, Connecticut 06111

## Finance Department

Janet Murphy  
Director of Finance

**To:** Keith Chapman, Town Manager  
**From:** Janet Murphy, Director of Finance *Janet*  
**Date:** October 6, 2020  
**Re:** Tax Collection

---

Attached please find the current year tax collection report as of 9/30/20. Since the final day to make payment on your tax bill was 10/1/2020, I updated the spreadsheet to reflect those receipts. The following are the figures including the 10/1/20 receipts:

Real Estate --	Collected \$45,158,406.75 - 51.28%
Personal Property -	Collected \$3,566,605.90 - 55.69%
Motor Vehicle-	Collected \$7,835,824.38 - 85.67%
Total	Collected \$56,560,837.03 - 54.59%

If you include the receipts from the 10/1/20 collection, we are approximately .5% behind last years' collections. Real Estate is almost the same percentage collected as last year, Personal Property is behind last year by 1.52% and Motor Vehicles has the largest difference at 6.29% less than the prior year.

Delinquent notices have started to be sent out this week and should be complete by the end of next week. The volume of delinquent payment notices that we send out last August compared to the ones we are currently sending out are approximately the same.

**DIRECTOR REPORT FOR FINANCE**

Refunds/Bounces/OP&Inv. Cl.Rej. Cks/(tax amount)									
SEPTEMBER 2020	2019 GL	Adds	Deletes	Adjusted Levy	\$ Collected	Net	%	Month end	
								9/30/2020	
Real Estate	88,068,073.84 12,515	11,427.60	(12,310.70)	88,067,190.74	(55,124.31)	44,888,945.92	44,833,821.61	50.91%	43,233,389.13
Personal Property	6,405,697.89 1,456	42,442.07	(43,549.61)	6,404,590.35	(1,112.45)	3,531,109.46	3,529,997.01	55.12%	2,874,593.34
Motor Vehicle	9,232,675.87 28,966	64,310.64	(150,487.41)	9,146,499.10	(36,290.03)	7,720,692.00	7,684,401.97	84.01%	1,462,097.13
Supplemental MV	0.00			0.00	0.00	0.00	#DIV/0!		0.00
Totals	103,706,447.60 42,937	118,180.31	(206,347.72)	103,618,280.19	(92,526.79)	56,140,747.38	56,048,220.59	54.09%	47,570,059.60
SEPTEMBER 2019	2018 GL	Adds	Deletes	Adjusted Levy	Ref & Bounce	\$ Collected	Net	%	Month End
									9/30/2019
Real Estate	88,373,115.73 12,239	82,833.72	(36,411.16)	88,419,538.29	(45,682.51)	45,377,147.70	45,331,465.19	51.27%	43,088,073.10
Personal Property	6,083,503.33 1,481	109,095.69	(5,471.45)	6,187,127.57	(11,216.01)	3,550,612.14	3,539,396.13	57.21%	2,647,731.44
Motor Vehicle	9,059,355.57 29,059	79,350.17	(230,796.88)	8,907,908.86	(64,495.58)	8,255,848.58	8,191,353.00	91.96%	716,555.86
Supplemental MV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
Totals	103,515,974.63 42,779	271,279.58	(272,679.49)	103,514,574.72	(121,394.10)	57,183,608.42	57,062,214.32	55.12%	46,452,360.40

AGENDA ITEM: VIII.A

DATE: 10/13/2020

RESOLUTION NO: 2020-

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

**CENTRAL CT HEALTH DISTRICT BOARD OF DIRECTORS**

4 members, 4 year term

Name	Address	Party	Term	Replaces
Jerilyn Nagel	1175 Willard Avenue Newington, CT 06111	R	10/13/2020 – 6/30/2023	Replaces Expiration of M Sadlosky

MOTION BY:\_\_\_\_\_

SECONDED BY:\_\_\_\_\_

VOTE:\_\_\_\_\_

AGENDA ITEM: VIII.B

DATE: 10/13/2020

RESOLUTION NO.: 2020-

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

**Library Board**

15 members, 3 or 6 year term  
Party max.: 4 (Bd. Of Directors)

Name	Address	Party	Term	Replaces
Elizabeth Livingston	165 Walsh Avenue	R	10/13/2020- 11/30/2025	Replaces P Foley (Resignation)

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

AGENDA ITEM: IX.A

DATE: 10/13/2020

RESOLUTION NO. 2020-

RESOLVED:

That property tax refunds in the amount of \$ 13,939.23 are hereby approved in the individual amounts and for those named on the "Requests for Refund of an Overpayment of Taxes," certified by the Revenue Collector, a list of which is attached to this resolution.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



**TAX REFUNDS – October 13, 2020**

Lyudmila Adamitskaya 20 Hemlock Street Newington, CT 06111	\$17.52
Elaine Hoeflein 44 Windmill Lane Newington, CT 06111	\$24.19
Hyundai Lease Titling Trust Attn: Property Tax Refunds PO Box 4747 Oak Brook, IL 60522-4747	\$373.31
Hyundai Lease Titling Trust Attn: Property Tax Refunds PO Box 4747 Oak Brook, IL 60522-4747	\$37.43
Hyundai Lease Titling Trust Attn: Property Tax Refunds PO Box 4747 Oak Brook, IL 60522-4747	\$315.34
Hyundai Lease Titling Trust Attn: Property Tax Refunds PO Box 4747 Oak Brook, IL 60522-4747	\$316.76
Motorlease Corp 1506 New Britain Avenue Farmington, CT 06032	\$2,178.27
Toyota Lease Trust 20 Commerce Way STE 800 Woburn, MA 01801-1057	\$2,098.37
Toyota Lease Trust 20 Commerce Way STE 800 Woburn, MA 01801-1057	\$69.72
Melissa Dangelo 100 Stonehedge Drive Newington, CT 06111	\$78.56
Vincent Alianiello Jr 241 Brockett Street Newington, CT 06111	\$19.84
Robert Guyette 47 Shady Hill Lane Newington, CT 06111	\$105.90
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$446.22
Motorlease Corp 1506 New Britain Avenue Farmington, CT 06032	\$457.53

USB Leasing LT 1850 Osborn Avenue OshKosh, WI 54902	\$417.62
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$81.07
Ally Bank Louisville PPC PO Box 9001951 Louisville, KY 40290-1951	\$821.30
Albert Hall 3 <sup>rd</sup> 245 Nicholson Street Newington, CT 06111	\$9.04
David & Suellen Molstad 32 Hartt Lane Newington, CT 06111	\$33.46
Cheryl Rannou 64 E Cedar Street Newington, CT 06111	\$42.03
Erik Sousa 103 Vincent Drive Newington, CT 06111	\$13.98
Alvin Sanabria 23 Baldwin Court Newington, CT 06111	\$14.37
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$37.56
Motorlease Corp 1506 New Britain Avenue Farmington, CT 06032	\$2,261.85
Motorlease Corp 1506 New Britain Avenue Farmington, CT 06032	\$634.88
Donna Scarpo 312 Cedar Street Apt 6B Newington, CT 06111	\$5.50
Louise French 75 Ivy Lane Newington, CT 06111	\$64.82
Terry French 75 Ivy Lane Newington, CT 06111	\$33.93
CCAP Auto Lease LTD 1601 Elm Street Dallas, TX 75201	\$129.31
USB Leasing LT 1850 Osborn Avenue Oshkosh, WI 54902	\$364.52

Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$755.51
Toyota Lease Trust 20 Commerce Way STE 800 Woburn, MA 01801	\$174.29
Manuel & Natalia Sousa 113 Rockledge Drive Newington, CT 06111	\$101.90
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$856.70
Kathleen Manzone 153 Stoddard Avenue Newington, CT 06111	\$411.66
John & Amy Krebs 42 Clarendon Terrace Newington, CT 06111	\$134.97
<b>TOTAL</b>	<b>\$13,939.23</b>